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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JARED EDWARDS,

Plaintiff,

v.

KEENEN IVORY WAYANS;  
SHAWN WAYANS; MARLON  
WAYANS; WAYANS BROS.  
PRODUCTIONS; and ST.  
MARTIN'S PRESS, LLC,

Defendants.

Case No. CV10-2231 R (RCx)

The Honorable Manuel L. Real  
Courtroom 8

**FIRST AMENDED COMPLAINT**

Case No. CV10-2231 R (RCx)

FIRST AMENDED COMPLAINT

1 Plaintiff Jared Edwards (“Plaintiff” or “Mr. Edwards”), by and through his  
2 undersigned counsel, Thompson Wigdor & Gilly LLP, as and for his Complaint in  
3 this action against Defendants Keenen Ivory Wayans, Shawn Wayans, Marlon  
4 Wayans, Wayans Bros. Productions (together, the “Wayans Brothers”), and St.  
5 Martin’s Press, LLC (“St. Martin’s”) (all Defendants collectively, “Defendants”)  
6 hereby respectfully alleges as follows:

### 7 **NATURE OF THE CLAIMS**

8 1. This is an action for declaratory, injunctive and equitable relief, as well  
9 as monetary damages and costs, to redress Defendants’ unlawful copyright  
10 infringement of Plaintiff’s literary work of original authorship, in violation of the  
11 Copyright Act of 1976, as amended, 17 U.S.C. §§ 101 *et seq.*, as well as the Wayans  
12 Brothers’ breach of contract.

13 2. Defendants’ conduct was intentional, knowing, malicious, willful and  
14 wanton and/or showed a reckless disregard for Mr. Edwards, warranting an award of  
15 punitive damages, and has caused, and continues to cause, Mr. Edwards to suffer  
16 substantial economic and non-economic damages, as well as permanent harm to his  
17 professional and personal reputations.

### 18 **JURISDICTION AND VENUE**

19 3. The Court has jurisdiction over Plaintiff’s claims arising under the  
20 Copyright Act pursuant to 28 U.S.C. § 1338(a). The Court has supplemental  
21 jurisdiction over Plaintiffs’ related claims arising under state law pursuant to 28  
22 U.S.C. § 1367(a).

23 4. Venue is proper in this district pursuant to 28 U.S.C. § 1400(a), as  
24 Defendants and/or Defendants’ agents reside and may be found in this district.

### 25 **PARTIES**

26 5. Plaintiff Jared Edwards is a resident of Los Angeles County, California.

27 6. Upon information and belief, Defendant Keenen Ivory Wayans is a  
28 resident of Los Angeles County, California, as well as New York County, New York.

1           7.     Upon information and belief, Defendant Shawn Wayans is a resident of  
2 Los Angeles County, California.

3           8.     Upon information and belief, Defendant Marlon Wayans is a resident of  
4 Westchester County, New York.

5           9.     Defendant Wayans Bros. Productions is a production company and  
6 California corporation located 8730 Sunset Boulevard, Suite 290, West Hollywood,  
7 California 90069. Upon information and belief, Defendants Keenen Ivory Wayans,  
8 Shawn Wayans and Marlon Wayans each own one-third of Defendant Wayans Bros.  
9 Productions.

10          10.    Defendant St. Martin's Press, LLC is a New York Corporation and  
11 publishing house with its principle place of business located at 175 Fifth Avenue,  
12 New York, New York 10010. Upon information and belief, St. Martin's has served,  
13 and continues to serve, as the Wayans Brothers' agent and representative in  
14 connection with the copyright infringement alleged herein, including, without  
15 limitation, the unlawful copying, distribution, marketing and sale to the public of  
16 Plaintiff's copyrighted book of original authorship.

### 17                           **PROCEDURAL REQUIREMENTS**

18          11.    Plaintiff has complied in all respects with the Copyright Act of 1976 and  
19 all other laws governing copyright by applying for copyright registration, making the  
20 required deposit, and receiving from the Register of Copyrights a Certificate of  
21 Registration, Registration Number "TXu 1-612-358" (effective date of registration  
22 August 23, 2009).

### 23                           **FACTUAL ALLEGATIONS**

#### 24   **I.     Mr. Edwards' Employment With the Wayans Brothers**

25          12.    Defendants Keenen Ivory, Shawn and Marlon Wayans are well-known  
26 comedians who have directed, produced and/or starred in a number of television  
27 series and feature films, including "*In Living Color*," "*The Wayans Bros.*,"  
28 "*Hollywood Shuffle*," "*Scary Movie*" and "*White Chicks*."

1           13. Mr. Edwards began working as a Production Assistant for the Wayans  
2 Brothers and their Company in or around 1995. After nearly five years of exemplary  
3 performance in that capacity, Mr. Edwards became the Personal Assistant for Keenen  
4 Ivory, Shawn and Marlon Wayans beginning in or around 2000.

5           14. Mr. Edwards' professional duties in his capacities as the Wayans  
6 Brothers' Production Assistant, and later as the Wayans Brothers' Personal Assistant,  
7 were confined to administrative responsibilities and the completion of specific tasks  
8 that the Wayans Brothers assigned to him on an *ad hoc* basis.

9           15. Mr. Edwards always fulfilled the professional obligations associated  
10 with his role as the Wayans Brothers' Production and/or Personal Assistant diligently  
11 and with exemplary dedication to his employers.

12           16. However, Mr. Edwards' responsibilities as the Wayans Brothers'  
13 Production and/or Personal Assistant never extended to, and did not include, the  
14 creation and/or authorship of original content for any of the Wayans Brothers'  
15 professional projects, nor was Mr. Edwards ever credited as an author of any of the  
16 materials that the Wayans Brothers published or performed during the course of his  
17 employment.

18           17. Mr. Edwards never authored or created copyrightable subject matter in  
19 service of the Wayans Brothers at any time during his employment, nor did the  
20 Wayans Brothers request, require, expect or anticipate that he would do so.

21           18. After nearly 10-years of dedicated service as the Wayans Brothers'  
22 Assistant, Mr. Edwards aspired to advance his own career to a new level, and hoped  
23 to become an author in his own right.

24 **II. Mr. Edwards' Authorship of "You know you're a Golddigger when..."**

25           19. Rather than simply waiting for opportunity to knock, in 2005, Mr.  
26 Edwards developed his original concept for a book, tentatively entitled "*You know*  
27 *you're a Golddigger when....*," an anthology of original jokes critiquing some women  
28

1 who may seek material wealth, status and other benefits through superficial romantic  
2 relationships.

3 20. Mr. Edwards drafted the manuscript for this work independently and at  
4 his own initiative, working late into the night on his personal computer, after  
5 completing his full days' work as the Wayans Brothers' Assistant.

6 21. Mr. Edwards finally completed his manuscript by early 2006.

7 **III. Mr. Edwards Proposed a Collaboration with the Wayans Brothers for**  
8 **Publication of his Manuscript “*You know you’re a Golddigger when....*”**

9 22. Out of the relationship of mutual trust and respect that he mistakenly  
10 believed he had developed with Keenen Ivory, Shawn and Marlon Wayans over the  
11 course of his 10-years of service as their Assistant, Mr. Edwards disclosed his  
12 manuscript to them and explained his aspiration of becoming an author.

13 23. In particular, Mr. Edwards outlined his proposed vision for the final  
14 publication of his manuscript, and even offered to credit the Wayans Brothers as co-  
15 authors of his proposed publication in the hope of capturing their interest and  
16 accomplishing his goal of publishing “*You know you’re a Golddigger when...*” with  
17 illustrations to accompany each of the jokes set forth in his original manuscript.

18 24. Mr. Edwards was delighted by the Wayans Brothers' seemingly positive  
19 response to his proposal, and their oral commitment to pursue his vision and publish  
20 his manuscript as his “co-authors.”

21 25. Accordingly, Mr. Edwards began discussions with a potential graphic  
22 artist, and looked forward to receiving the Wayans Brothers' input on his manuscript  
23 and proposed publication as he continued to develop his project over the coming  
24 months.

25 26. However, despite the Wayans Brothers' initial expressions of  
26 enthusiasm for the manuscript “*You know you’re a Golddigger when...,*” which Mr.  
27 Edwards disclosed to Keenen Ivory, Shawn and Marlon Wayans, together with his  
28

1 proposal for publication, months continued to pass without any apparent progress  
2 towards publication.

3 **IV. The Resignation of Mr. Edwards' Employment**

4 27. Although Mr. Edwards approached the Wayans Brothers with repeated  
5 inquiries as to the status of his manuscript, the Wayans Brothers' responses became  
6 increasingly discouraging.

7 28. Indeed, by the end of 2006, the Wayans Brothers informed Mr.  
8 Edwards, without explanation, that his manuscript and proposed publication of "*You*  
9 *know you're a Golddigger when...*" had no prospect of actually being published, and  
10 that they had abandoned their initial interest in collaborating with Mr. Edwards  
11 altogether.

12 29. After 10-years of exhausting and increasingly unrewarding work as the  
13 Wayans Brothers' Assistant, and after experiencing his hope of becoming an author  
14 rise and fall at their apparent whim, Mr. Edwards recognized that if he was to  
15 succeed as a published author, he would have no choice but to end his employment  
16 as the Wayans Brothers' Assistant and devote himself full-time to writing.

17 30. Accordingly, Mr. Edwards tendered his resignation and began devoting  
18 himself fulltime to the realization of his dream of becoming a published author, and  
19 of making "*You know you're a Golddigger when...*" his first publication.

20 **V. The Wayans Brothers' Misappropriation and Infringing Publication**  
21 **of Mr. Edwards' Manuscript**

22 31. Notwithstanding the Wayans Brothers' express repudiation of any  
23 interest in contributing to his manuscript or pursuing publication of the final work  
24 that he described to them, Mr. Edwards continued to hope that he might successfully  
25 publish and market "*You know you're a Golddigger when...*," either independently or  
26 in collaboration with other authors or figures in the entertainment industry who  
27 might recognize its value.  
28

1           32. Thus, in addition to beginning work on new projects and authorship of  
2 original creative works of artistic expression, Mr. Edwards also sought to protect his  
3 ownership interest as the sole author and creator of the manuscript of “*You know*  
4 *you’re a Golddigger when....*”

5           33. Accordingly, Mr. Edwards registered his original manuscript – to which  
6 the Wayans Brothers’ made no meaningful revisions or contributions, despite their  
7 initial expressions of enthusiasm for his proposal – with the WGA Intellectual  
8 Property Registry.

9           34. Mr. Edwards also registered his copyright ownership as the sole author  
10 of his manuscript with the United States Copyright Office.

11           35. In light of the Wayans Brothers’ representations that Mr. Edwards’  
12 vision of publishing his manuscript had no prospect of success, to say nothing of the  
13 fact that he had duly registered the manuscript as his own work of authorship, Mr.  
14 Edwards was understandably shocked to discover that the original text of “*You know*  
15 *you’re a Golddigger when...*” and his proposed coupling of each line of text with  
16 graphic artwork – was available for sale in bookstores nationwide under the title  
17 “*101 Ways to Know You’re a Golddigger,*” and that Keenen Ivory, Shawn and  
18 Marlon Wayans were credited as its purported authors, without any acknowledgment  
19 of Mr. Edwards’ role as the true author.

20           36. Defendants’ misappropriation and infringement of Plaintiff’s  
21 copyrighted manuscript, including Defendants’ willful deceit of Mr. Edwards by  
22 claiming that his original manuscript had little prospect of being published – while  
23 Defendants were, in fact, actively pursuing publication of Mr. Edwards’ manuscript  
24 and falsely crediting themselves as its purported “authors” – was willful and  
25 malicious.

26           37. As a result of Defendants’ willful and malicious infringement of Mr.  
27 Edwards’ copyrighted manuscript, Mr. Edwards has lost, and will continue to lose,  
28 revenues from any potential sales of “*You know you’re a Golddigger when...*”, and

1 has had the value of his copyright diminished by Defendants' misappropriation and  
2 copyright infringement.

3 38. As a result of Defendants' misappropriation and infringing publication  
4 of Mr. Edwards' manuscript, Mr. Edwards has also been wrongfully deprived of the  
5 opportunity to achieve his first success as the credited author of a published work,  
6 and has thereby suffered, and continues to suffer, harm to his professional and  
7 personal reputations and loss of career fulfillment and prospective professional  
8 advancement.

### 9 **AS AND FOR A FIRST CAUSE OF ACTION**

#### 10 **(Copyright Infringement)**

11 39. Plaintiff hereby repeats and realleges each allegation contained in the  
12 preceding paragraphs as if fully set forth herein.

13 40. Prior to July 7, 2007, Plaintiff created and wrote the text of an original  
14 book, entitled "*You know you're a Golddigger when....*"

15 41. Plaintiff's book, "*You know you're a Golddigger when....*," is comprised  
16 of original material created by Plaintiff's own skill, labor, and judgment, and is  
17 copyrightable subject matter under the laws of the United States.

18 42. Plaintiff has at all times been, and still is, the sole proprietor of all right,  
19 title, and interest in and to the copyright in his book "*You know you're a Golddigger*  
20 *when....*"

21 43. Defendants have infringed, and are infringing, Plaintiff's copyright  
22 within this judicial district and elsewhere throughout the United States, without the  
23 consent of Plaintiff, and in complete and willful disregard of Plaintiff's rights, by  
24 copying, distributing, publishing, selling, and marketing the infringing book entitled,  
25 "*101 Ways to Know You're a Golddigger*," the text of which was copied largely  
26 verbatim from Plaintiff's copyrighted book, entitled "*You know you're a Golddigger*  
27 *when....*"

1           44. A copy of Plaintiff's book "*You know you're a Golddigger when...*," as  
2 deposited with the Copyright Registrar, is attached to this Complaint as Exhibit 1.

3           45. A copy of Plaintiff's Certificate of Copyright Registration, Registration  
4 Number "TXu 1-612-358," is attached to this Complaint as Exhibit 2.

5           46. A copy of Defendants' infringing publication "*101 Ways to Know*  
6 *You're a Golddigger*," is attached to this Complaint as Exhibit 3.

7           47. Plaintiff has notified Defendants that Defendants have infringed, and are  
8 infringing, the copyright of Plaintiff. Despite receiving that notice, Defendants have  
9 continued to willfully infringe Plaintiff's copyright.

10           48. Defendants' conduct set forth herein has been willful and intentional  
11 within the meaning of the Copyright Act.

12           49. As a result of Defendants' willful infringement and threatened  
13 infringement of Plaintiff's copyright, Plaintiff has been, and will continue to be,  
14 harmed, damaged and injured. In addition, Defendants have unlawfully and  
15 wrongfully derived, and will continue to derive, income and profits from their  
16 unlawful acts.

17           50. As a direct and proximate result of Defendants' conduct, Plaintiff has  
18 suffered, and continues to suffer, substantial monetary and/or economic damages,  
19 including, but not limited to, loss of goodwill, loss of present and future revenue and  
20 loss of value to his copyright for which he is entitled to damages.

21                   **AS AND FOR A SECOND CAUSE OF ACTION**

22                   **(Breach of Implied Contract Under California Law)**

23           51. At all relevant times, Plaintiff entered into an agreement with the  
24 Wayans Brothers by which, through industry custom and practice in the  
25 entertainment industry, the parties understood that any disclosure of any literary  
26 materials by Plaintiff, including the book "*You know you're a Golddigger when...*,"  
27 its originality and the property interest therein, would be disclosed to the Wayans  
28 Brothers for review in a confidential fashion and with the understanding that any use

1 thereof by the Wayans Brothers would be subject to notification and consent by  
2 Plaintiff and compensation for the use thereof.

3 52. At all relevant times, an implied contract existed between Plaintiff and  
4 the Wayans Brothers, in that, the circumstances preceding and attending disclosure  
5 of the book "*You know you're a Golddigger when...*," together with the conduct of  
6 the Wayans Brothers, acting with knowledge of the circumstances, show a clear  
7 promise to pay and/or compensate Plaintiff for use and or exploitation of Plaintiff's  
8 book.

9 53. As a result of the Wayans Brothers' breach of implied contract with  
10 Plaintiff and the Wayans Brothers' misuse of Plaintiff's book, its originality and the  
11 property interest therein, for profit and increased goodwill, Plaintiff has suffered, and  
12 continues to suffer, harm for which he is entitled to damages.

13 **PRAYER FOR RELIEF**

14 54. There is a substantial likelihood that the Plaintiff will succeed on the  
15 merits of this action.

16 WHEREFORE, Plaintiff respectfully requests that an award be issued in his  
17 favor containing the following relief:

18 A. An order enjoining Defendants, their agents, and servants, during the  
19 pendency of this action, and permanently, from directly or indirectly infringing  
20 Plaintiff's aforementioned copyright in his book, "*You know you're a Golddigger*  
21 *when...*," in any manner, and from publishing, selling, marketing, or otherwise  
22 disposing of any copies of the infringing book "*101 Ways to Know You're a*  
23 *Golddigger*;"

24 B. An award of actual damages in an amount to be determined at trial, plus  
25 prejudgment interest, for all monetary and/or economic damages Plaintiff suffered as  
26 a result of Defendants' infringement of Plaintiff's copyright and/or breach of  
27 contract;  
28

1 C. An order requiring Defendants to account for, and awarding to Plaintiff,  
2 all gains, profits, and advantages derived by Defendants through their infringement  
3 of Plaintiff's copyright, or such damages as the Court deems proper within the  
4 provisions of the copyright statutes;

5 D. An Order requiring Defendants to deliver to be impounded during the  
6 pendency of this action all copies of the book entitled "*101 Ways to Know You're a*  
7 *Golddigger*" in Defendants' possession, custody and/or control, and to deliver up for  
8 destruction all infringing copies, and all plates, molds and other matter for making  
9 such infringing copies;

10 E. An award of damages for any and all other monetary and/or non-  
11 monetary losses suffered by Plaintiff in an amount to be determined at trial;

12 F. An award of costs and expenses that Plaintiff incurred in this action to  
13 the fullest extent permitted by law;

14 G. Pre-judgment interest on all amounts due; and

15 H. Such other and further relief as the Court may deem just and proper.


16 **JURY DEMAND**

17 Plaintiff hereby demands a trial by jury on all issues of fact and damages  
18 stated herein.

19 Dated: March 8, 2011

Respectfully submitted,

20 THOMPSON WIGDOR & GILLY LLP

21 By:   
22 \_\_\_\_\_  
23 Kenneth P. Thompson  
24 Ariel Y. Graff

25 *Counsel for Plaintiff Jared Edwards*